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10 Attorneys for Plaintiffs

11 ENEAS VASQUEZ and NANCY  
12 CARINA LENA

13 UNITED STATES DISTRICT COURT  
14 FOR NORTHERN DISTRICT OF CALIFORNIA

15 ENEAS VASQUEZ and NANCY  
16 CARINA LENA

Case No.: [12-cv-003786](#) EMC

17 Plaintiff

18 v.

19 JUAN FRANCISCO GAMEZ; CANDELARIA  
20 GARCIA; and RAMONA GARCIA

21 Defendants

**STIPULATION AND ORDER TO  
DISMISS WITH PREJUDICE;  
COURT TO RETAIN JURISDICTION  
TO ENFORCE SETTLEMENT  
AGREEMENT**

22 THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD HEREBY  
23 STIPULATE AS FOLLOWS:

- 24 1. The matter has fully settled and the parties have executed a written settlement  
25 agreement. The agreement calls for payments to be made over a four month  
period.
2. The parties stipulate that this matter be dismissed with prejudice.

3. The parties request that the Court retain jurisdiction to enforce the settlement agreement in the event there is a breach for a period of approximately 150 days only or to September 25, 2013.

IT IS SO STIPULATED

FOR PLAINTIFF

DATED: April 24, 2013

By: /s/ Tomas Margain  
Tomas E. Margain  
For Plaintiffs

**FARBSTEIN & BLACKMAN**

DATED: April 24, 2013

By: /S/ Michael A. Farbstein  
Michael A. Farbstein  
For Defendants

**ORDER**

Based on the stipulation of counsel and good cause shown, this matter is dismissed with prejudice. All deadlines are hereby terminated. The parties have reached a settlement through counsel. The Court retains jurisdiction to enforce the terms of settlement agreement so long as a motion is filed before September 25, 2013. After that, this order is without prejudice with any party seeking to enforce the contract in a separate proceeding.

IT IS SO ORDERED

4/29/13  
DATED: \_\_\_\_\_

